LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — EFFECT OF INTENT OF PARTIES. — The plaintiff was *cestui que trust* under a lease to his trustee. He took a new lease for a longer term, running directly to himself. The new lease was void. *Held*, that the original lease is not surrendered by operation of law. *Zick* v. *London United Tramways, Ltd.*, [1908] 2 K. B. 126. See NOTES, p. 55.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — SUIT BY CORPORATION. — The defendant said that the plaintiff, a business corporation, was "composed of a lot of fakirs, robbers, thieves, and business pirates, who are devoted to fraudulent practices, and take advantage of men when in their weakest position to extort money from them and give them absolutely nothing in return." *Held*, that the plaintiff cannot maintain an action for slander. *Hapgoods* v. *Crawford*, 125 N. Y. App. Div. 856.

For a discussion of the principles involved, see 21 HARV. L. REV. 60.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — INFORMATION SUPPLIED BY COMMERCIAL AGENCY. — Communications made in good faith by a commercial agency to a subscriber who had specifically requested them, contained statements defamatory of the plaintiff's character. *Held*, that such communications are not privileged. *Macintosh* v. *Dun*, [1908] A. C. 390.

Statements, though defamatory, are privileged if made by one who has a legal or moral duty to do so, to one who is interested in the subject matter. *Rothhotz* v. *Dunkle*, 53 N. J. L. 438. So, a communication is privileged if made in answer to a proper inquiry. *Kine* v. *Sewell*, 3 M. & W. 297. The particular facts of the principal case come before the English courts for the first time, and the rule is departed from on the ground that public policy does not require protection of those who "trade in other people's character": competition, the court fears, will lead to malpractice in the collecting of information. This distinction is inconsistent with former decisions. The American courts recognize that modern business conditions demand that knowledge of the financial and personal trustworthiness of a firm be readily ascertainable, and they accordingly protect a commercial agency which has transmitted communications, confidentially and in good faith, to a customer having an interest in the subject matter. *Ormsby* v. *Douglass*, 37 N. Y. 477. Information, however, which is volunteered, such as a general report sent out to subscribers, is not privileged. *Douglass* v. *Daisley*, 114 Fed. 628.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — WHERE AND WHEN CAUSE OF ACTION ARISES. — The defendant executed promissory notes in Kansas payable in that state. Before they became due he removed to Washington, where he remained for the statutory period. He then went to Idaho, where suit was brought. An Idaho statute provided that "when a cause of action has arisen in another state, . . . and by the laws thereof an action cannot there be maintained against a person by reason of the lapse of time, an action thereon shall not be maintained against him in this state." *Held*, that the action lies against the defendant. *West* v. *Theis*, 96 Pac. 932 (Idaho).

The result in such cases depends on the interpretation of the clause "when a cause of action has arisen." It has been held that a cause of action cannot arise in the state where a debt is payable when the debtor is not personally within the jurisdiction. *Luce* v. *Clark*, 49 Minn. 356. But the better view is that in such a case, wherever the debtor may be, a cause of action arises. *Doughty* v. *Funk*, 15 Okl. 643. Hence a cause of action arose in Kansas when the notes matured. *Lawson* v. *Tripp*, 95 Pac. 520 (Utah). It has been held that a cause of action arises whenever the courts of a state have power to adjudicate upon the particular matter involved. *Hyman* v. *McVeigh*, 10 Chi. L. N. 157 (Ill.). According to this doctrine a cause of action arose in Washington, as well as in Kansas, and being barred in Washington was barred in Idaho. But this reasoning confuses "cause arising" with "right accruing" and seems unsound. *McKee* v. *Dodd*, 93 Pac. 854 (Cal.). There-

fore, since the action in Kansas was not barred — for the debtor was not in the jurisdiction — the case is correct. Moreover, it is supported by the weight of authority. *McCann* v. *Randall*, 147 Mass. 81.

LIMITATION OF ACTIONS — NEW PROMISE AND PART PAYMENT — DELIVERY OF CHECK PAYABLE IN FUTURE. — More than six years prior to the bringing of suit the defendant delivered to the plaintiff a check in part payment of an old obligation. By agreement between the parties the check was not presented and paid until a day less than six years before the action was commenced. *Held*, that the plaintiff's claim is barred by the Statute of Limitations. *Marreco* v. *Richardson*, 24 T. L. R. 624 (Eng., Ct. App., May 15, 1908).

A voluntary part payment revives an obligation barred by the Statute of Limitations, on the reasoning that the transaction involves a recognition of the debt and a promise to discharge it. *Cleave* v. *Jones*, 6 Exch. 573. The court here holds that the promise must be implied as of the date of delivery of the check, following a decision that a bill of exchange drawn for future payment is evidence of a promise made at the date of drawing only. *Gowan* v. *Forster*, 3 B. & Ad. 507. *Cf. Turney* v. *Dodwell*, 3 E. & B. 136; *Smith* v. *Ryan*, 39 N. Y. Super. Ct. 489. It seems clear that if a new promise is anywhere to be found, it must be implied from some affirmative act of the debtor. Such an act is the transfer of the check; its payment, on the other hand, is an act of the bank. To imply that the promise involved in the delivery continues and is therefore repeated at the moment of payment, would be to draw an implication from another implication, and that without any equitable basis. In refusing to adopt such a fiction the court seems eminently sound.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — ORDINANCE RATIFYING UNAUTHORIZED ACT OF MAYOR. — Under its charter a city could change street grades only by ordinance. The defendant, who was mayor of the city, in pursuance of a resolution of the council, changed a street grade near the alley upon which the plaintiff's property abutted, rendering it unaccessible to vehicles. An ordinance authorizing the change was passed some time after. *Held*, that the defendant is liable for damage done previous to the passing of the ordinance. *Faust* v. *Pope*, 111 S. W. 878 (Mo.).

The plaintiff had a right to have the street kept open for the benefit of his property. *Longworth* v. *Sevedic*, 165 Mo. 221. Unless justified by the subsequent ordinance, the change in grade without proper authorization was a trespass for which the mayor is liable as an individual. *Reed* v. *Peck*, 163 Mo. 333. A municipal corporation has certain powers conferred upon it, which must be performed in the manner prescribed. *Cross* v. *Morristown*, 18 N. J. Eq. 305. Since grading could be authorized only by ordinance, any grading not so done was *ultra vires* and incapable of ratification; for otherwise the express power granted by charter would be disregarded. *Page* v. *Belvin*, 88 Va. 985. A recent decision which permits ratification may be distinguished on the ground that in it the city council was empowered to grade without the authorization of an ordinance. *Wolfe* v. *Pearson*, 114 N. C. 621. Even then the decision might be assailed on the ground that ratification should not be permitted when to do so would deprive a third party of a vested right of action. *Bird* v. *Brown*, 4 Exch. 786. The principal decision, then, seems clearly correct.

QUASI-CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — PAYMENT TO PUBLIC SERVICE CORPORATION. — The plaintiff with full knowledge of the facts, and without fraud on the defendant's part, voluntarily paid to the defendant telephone company an excessive charge. The plaintiff sued for the overpayment. *Held*, that the mere fact that the defendant is a public service corporation does not constitute such compulsion as to allow a recovery. *Illinois Glass Co.* v. *Chicago Telephone Co.*, 85 N. E. 300 (Ill.). See NOTES, p. 52.

REPLEVIN — STATUTORY REDELIVERY BOND — ACCIDENTAL DESTRUCTION OF PROPERTY BEFORE VERDICT. — The defendant, in an action of re-